



**Washington State
Department of Transportation**

Statewide Utility Facilities Installation Work by State - Actual Cost	Organization and Address
Agreement Number	Purpose

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the UTILITY is planning the construction of UTILITY facilities within the state of Washington, and

WHEREAS, the UTILITY is planning to request permission to construct portions of these facilities within the STATE's highway rights of ways, and

WHEREAS, the UTILITY is responsible for all costs associated with the planning, construction, and maintenance of these facilities and is obligated to reimburse the STATE for reasonable costs incurred by the STATE applicable to the UTILITY's projects.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

When requesting a permit or franchise for the purpose of constructing UTILITY facilities within the STATE's right of ways, the UTILITY agrees to comply with all provisions of the Revised Code of Washington Chapter 47.44, Washington Administrative Code Chapter 468-34, the Washington State Department of Transportation's Utilities Accommodation Policy, and the Federal Highway Administration's Federal Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 2.

through the representative of the UTILITY. Where the UTILITY chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the UTILITY within the STATE's right of way, until said requirement is met. The UTILITY, at its own expense, shall adequately police and supervise all work within the STATE's rights of ways by itself, its contractor, subcontractor, agent and others, so as not to endanger or injure any person or property.

**II
AUTHORITY TO BEGIN WORK
AND SCHEDULE OF WORK**

The UTILITY agrees not to commence work within the STATE's right of way until the UTILITY has obtained a franchise or permit approved by the STATE.

The UTILITY agrees to schedule all work to be performed within the STATE's rights of ways in such a manner as not to delay or interfere with the STATE's construction, maintenance, or operation of the roadway facilities.

**III
WORK BY CONTRACT**

Should the UTILITY choose to perform the work within the STATE's right of way with other than its own forces, a representative of the UTILITY shall be present at all times unless otherwise agreed to by the STATE. All contacts between the STATE and the UTILITY's contractor shall be

**IV
INSPECTION AND ACCEPTANCE**

All of the UTILITY's construction operations within the STATE's rights of ways shall be subject to inspection by the STATE, at the expense of the UTILITY.

Nothing in either inspection or acceptance shall reduce the UTILITY's responsibility for the work.

**V
PAYMENT**

The UTILITY agrees to pay the STATE franchise and permit fees at the rates specified in the Washington Administrative Code (WAC) Chapter 468-34-020. In addition to these fees, the UTILITY agrees to reimburse the STATE for all actual direct and related indirect costs incurred by the STATE as a result of requests by the UTILITY, either prior to application for a franchise or permit or subsequent to the application, to include all planning, construction, and maintenance of their facilities within the STATE's rights of ways. These costs may

include but are not limited to administrative costs, plan sheets, planning costs, research costs, and inspection costs.

Partial payments shall be made by the UTILITY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The UTILITY agrees to reimburse the STATE within 45 days after the date of billing.

**VI
LEGAL RELATIONS**

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or

incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

**VII
FRANCHISE OR PERMIT APPROVAL**

Approval of this Agreement does not constitute franchise and/or permit approval, nor does it relieve the UTILITY of its obligation to apply for and obtain a permit and/or franchise for the UTILITY facilities which remain on or across STATE right of way. Any expenditure of funds on this project prior to franchise and/or permit approval is at the UTILITY's own risk and could be lost if franchise and/or permit approval is not given.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

By _____

Title _____

Title _____

Date _____